



**ACKNOWLEDGMENT OF RESPONSIBILITY,
EXPRESS ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

Trip: Ballard Barite Mine Area, Monroe County, Tennessee

Date: November 20, 2010

I understand that during my participation in any East Tennessee Geological Society ("ETGS") field trip, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each activity. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of travel, and ETGS has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as ETGS field trips and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this field trip there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. In consideration for my acceptance as a participant on this field trip, and the services and amenities to be provided by the ETGS in connection with the field trip, I confirm my understanding of the following.

- I have read any rules and conditions applicable to the field trip made available to me; I will pay any costs and fees for the field trip; and I acknowledge my participation is at the discretion of the ETGS officers and field-trip leader(s).
- The field trip officially begins and ends at the location(s) designated by the ETGS. The field trip may include carpooling, transportation, or transit to and from the field area/route, but I am personally responsible for all risks associated with this travel, including any transportation provided by the ETGS or its members during the field trip.
- If I decide to leave early and not to complete the field trip as planned, I assume all risks inherent in my decision to leave and waive all liability against the ETGS arising from that decision. Likewise, if the leader has concluded the field trip, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against the ETGS arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY the ETGS, its officers, trip leaders, and members, as well as the owners/operators of any properties visited during the trip, from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the ETGS, its officers, trip leaders, members, or property owners/operators connected in any way with this field trip. I further agree to HOLD HARMLESS the ETGS, its officers, trip leaders, members, and property owners/operators from any claims, damages, injuries or losses caused by my own negligence while a participant on the field trip. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the field trip.
- I have read this document in its entirety, and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the field trip.

Name

Signature

Date

If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf.

I hereby agree and consent to the foregoing Agreement on behalf of the minor(s) below.

Name of Minor

Signature of Parent/Guardian

Date

Name of Minor

Signature of Parent/Guardian

Date